

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF PUERTO RICO**

**IN RE:
MARIA J MARIA NUNEZ**

DEBTORS

**CASE NO. 10-03090 SEK
CHAPTER 13**

**MOTION REQUESTING MODIFICATION OF STAY
IN FAVOR OF (SANTANDER MORTGAGE)
FOR LOSS MITIGATION PURPOSES ONLY**

TO THE HONORABLE COURT:

COME NOW debtor, represented by the undersigned attorney and respectfully represent and pray as follows:

1. The appearing party is seeking a modification of his residential mortgage through the loss mitigation process, provided by the mortgage holder and/or servicer, modification under the Home Affordable Modification Program Guidelines (HAMP).
2. The standard practice of Mortgage Servicers in Puerto Rico is to request from debtors in bankruptcy to lift the stay to qualify for loss mitigation alternatives¹. Accordingly, to avoid denial and/or avoid further delays. of modification the appearing party **voluntarily consents to the modification of the automatic stay to the extent necessary to complete, manage, administer and provide any mortgage modification and/or loss mitigation alternatives.**

¹Upon information and belief, predicated in information provided by our clients which the undersigned believes to be true.

3. The appearing party will request authorization from this Court to approve any permanent mortgage modification and/or loss mitigation alternative, and will inform any provisional mortgage modification and/or loss mitigation alternative that is provided to the appearing party.

**NOTICE OF OPPORTUNITY TO OBJECT AND FOR HEARING
LOCAL RULE 9013-(h)**

Within FOURTEEN (14) days after service as evidenced by the certification, and an additional three (3) days pursuant to Fed. R. Bank. P. 9006(f) if you were served by mail, any party against whom this paper has been served, or any other party to the action who objects to the relief sought herein, shall serve and file an objection or other appropriate response to this paper with the Clerk's office of the U.S. Bankruptcy Court for the District of Puerto Rico. If no objection or other response is filed within the time allowed herein, the paper will be deemed unopposed and may be granted unless: (i) the requested relief is forbidden by law; (ii) the requested relief is against public policy; or (iii) in the opinion of the Court, the interest of justice requires otherwise.

WHEREFORE, Appearing party requests this Court to grant this motion and order as follows:

- a. That the automatic stay order be modified temporarily only stay to the extent necessary to complete, manage, administer and/or provide any mortgage modification and/or loss mitigation alternatives, but not allowing to proceed with the foreclosure, judicial action and/or judicial sale of the property in question.

I HEREBY CERTIFY that on this date, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification, upon information and belief, of such filing to all parties in interest, including but not limited to: Monsita Lecaroz Arribas, Esq., U.S. Trustee's Office, Ochoa Building, Suite 301, 500 Tanca Street, Old San Juan, P.R. 00906, and José R. Carrión, Esq, Chapter 13 Trustee. We will serve by regular mail this document to any the above-named persons, upon knowing that they are non CM/ECF participants.

RESPECTFULLY SUBMITTED.

In san Juan, Puerto Rico, October 12, 2010

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ELECTRONICALLY FILED
S/ Jose M Prieto Carballo, Esq
USDC- PR 225806



Grupo
Santander
Puerto Rico

MODIFICATION RECAST PAYMENT

Borrower JOSE M MALAVE FELIX

Co-Borrower MARIA J MARIA NUNEZ

ORIGINAL LOAN DATA

MODIFICATION DATA

ORIGINAL LOAN DATA		MODIFICATION DATA	
ACCOUNT NUMBER	9876529	CURRENT VALUE	\$ 209,000.00
TYPE/INVESTOR	C/V SANTANDER	INTEREST RATE	5.875%
ORIGINAL LOAN	\$167,200.00	MODIFIED TERM	480
ORIGINAL APPRAISAL	\$209,000.00	EFFECTIVE PERIOD	36
ORIGINAL LTV	80%	PRINCIPAL BALANCE	153,812.14
DATE OF LOAN	April 11, 2007	INTEREST BALANCES	2,636.72
MATURITY DATE	May 1, 2027	ESCROW	99.75
AMORTIZATION TERM	240	LEGAL CHARGES	-
PAYMENTS MADE	37	NOTARY FEES MODIFICATION	494.00
REMAINING TERM	203	SIMS FEES	700.00
CURRENT P&I	\$ 1,238.78	DEUDA CRIM	-
CURR. ESCROW PMT	33.25	LESS: SECOND MORTGAGE	-
TOTAL PAYMENT	\$ 1,272.03	MODIFICATION AMOUNT	\$ 157,742.61
CURRENT HOUSING RATIO	27%	NEW LTV	75%
DELINQUENCY DATA		MODIFICATION NEW P & I	\$ 854.22
		ESCROW PMT	33.25
		NEW MONTHLY PMT	\$ 887.47
NEXT PAYMENT			

Plan de Pago

DE LA PRIMERA PARTE: José M. Meléndez Félix Y Maria J. María Nuñez, mayor (es) de edad, propietario (s) y vecino (s) de San Juan.

DE LA SEGUNDA PARTE: **BANCO SANTANDER**, una corporación bancaria organizada bajo las leyes del Estado Libre Asociado de Puerto Rico, representado en este acto por un Oficial o Representante Autorizado, en adelante denominado "El Banco".

EXPONEN

1 **EL CLIENTE** es titular de una propiedad hipotecada en garantía de un pagare por la suma original de \$ 167,200.00 que devenga interés a razón 6.9% anual (el "Pagaré") y cuyo pagare al presente es propiedad del **BANCO**.

2 **EL CLIENTE**, a la fecha de este contrato, se encuentra atrasado en los pagos mensuales de su préstamo hipotecario numero 9876529 y adeuda a **EL BANCO** 2 mensualidades que se desglosan de la siguiente manera:

Mensualidades en atraso (02 meses de \$1,317.03 desde 07/01/2010 hasta 08/01/2010).

Total de mensualidades en atraso	\$	2,634.06
Recargos acumulados (+)	\$	91.93
Total exigible	\$	-
Gastos legales	\$	-
Corporated Advances	\$	-
Bad Checks Fees	\$	-
Estudio de Titulo	\$	-
Gastos de plan de pago	\$	50.00
Total de atraso	\$	300.00
	\$	3,075.99

3 **EL CLIENTE**, se compromete y obliga con el Banco a satisfacer la cantidad Total de atrasos de la siguiente manera:

Total de atrasos	\$	3,075.99
Cantidad a abonar (-)	\$	377.74
Balance adeudado	\$	2,698.25
Mensualidad a abonarse al balance adeudado	\$	888.00
Pago regular del préstamo (+)	\$	1,317.03
Total de mensualidad durante "Trial Period"	\$	888.00

4 **EL BANCO** aplicara el pago mensual recibido durante el termino del Plan de Pago de la siguiente manera:

- La cantidad de \$ - se abonara a un pago mensual y \$ 888.00 se abonoara al atraso.
- Cualquier cantidad sobrante del plan de pago se abonara a los meses en atraso, según el orden correspondiente de los mismos.

Hoja de Desgloce de Fondos Recibidos

Fecha 8/19/2010

Préstamo # 9876529

Deudor: José M. Malavé Félix

Inversor Santander

☐ Caso en Proceso
☒ Transacción Final

Estimado Cliente:

Strategic Integrated Mortgage Solutions (SIMS) es una compañía que provee servicios de apoyo a instituciones financieras, bajo los programas federales de mitigación de pérdidas.

La alternativa propuesta por nosotros para ayudarle es: "Trial Period"

Para realizar dicha alternativa, es necesario que usted aporte una cantidad de dinero necesaria para cubrir los gastos y partidas reembolsables y no reembolsables. La cantidad requerida para formalizar la alternativa es: \$ 377.74

El desgloce es el siguiente:

Partidas Reembolsables	
Mensualidades Vencidas	\$ -
Cargos por demora	\$ 27.74
Suspenso Aplicar	\$ -
Suspenso Retirar	\$ -
Escrow	\$ -
Cargos por Inspección	\$ -
Gasto Ejecución	\$ -
Gastos Quiebra	\$ -
SIMS	\$ -
Escritura de Partial Claim	\$ -
Traspaso	\$ -
Fees del Banco	\$ -
Intereses vencidos	\$ -

Sub Total \$ 27.74

Partidas No Reembolsables	
Informe de Credito	
Flood Certificate	
Estudio de Titulo	50.00
Inspeccion	
CRIM	
SIMS FEES	300.00
Tasación	
Otros	-
Bad Checks	-
Corp Advances	-

Sub Total \$ 350.00

Total Recibido \$ 377.74

Balance Pendiente \$ -

La cantidad aportada se depositará en una cuenta de reserva del Banco Santander la cual no genera intereses, y permanecerá allí depositada hasta que usted culmine el proceso o desista de el, en cuyo caso se le devolverá la suma, luego de cubrir las partidas no reembolsables.

Si su préstamo esta en proceso de ejecución recomendamos que:
() Detenga () no detenga. Hasta

Favor de hacer cheque certificado o giro postal favor del Banco Santander.

Cynthia E. Cruz
Representante de Sims


Firma y Aceptación de Cliente



Santander

CHEQUE OFICIAL

101-234
215

Num. 3928790

SUCURSAL

DOMENECH

FECHA 08/19/2010

\$**377.74**

PAGUESE

BANCO SANTANDER 3777 COLST 41C
SUC. DOMENECH 107

DOLARES

A
LA
ORDEN
DE

BANCO SANTANDER

"3928790" "021502341" "900" "990038"

Sobre \$25,000 se requieren dos firmas

#9876529